

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 99248805	<b>DATE OF AWARD</b> 09/22/2010	
			<b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BG		
			<b>TYPE OF ACTION</b> Continuation		<b>MAILING DATE</b> 09/29/2010
			<b>PAYMENT METHOD:</b> Advance		<b>ACH#</b> 20047
<b>RECIPIENT TYPE:</b> State			<b>Send Payment Request to:</b> Las Vegas Finance Center		
<b>RECIPIENT:</b> New Jersey Dept of Environmental Protection 440 East State St., P.O. Box 420 Trenton, NJ 08625-0420 <b>EIN:</b> 21-6000928			<b>PAYEE:</b> New Jersey Dept of Environmental Protection 440 East State St., P.O. Box 420 Trenton, NJ 08625-0420		
<b>PROJECT MANAGER</b>		<b>EPA PROJECT OFFICER</b>		<b>EPA GRANT SPECIALIST</b>	
Judy Jengo 440 East State St., P.O. Box 420 Trenton, NJ 08625-0420 <b>E-Mail:</b> judy.jengo@dep.state.nj.us <b>Phone:</b> 609-292-2885		Richard Yue 290 Broadway, DEPP/SPMM/SPT New York, NY 10007-1866 <b>E-Mail:</b> Yue.Richard@epamail.epa.gov <b>Phone:</b> 212-637-3424		Cynthia Pabon Grants and Contracts Management Branch, OPM/GCMB <b>E-Mail:</b> pabon.cynthia@epa.gov <b>Phone:</b> 212-637-3405	
<b>PROJECT TITLE AND DESCRIPTION</b> FY2011 - 2013 Performance Partnership Grant This Performance Partnership Grant (PPG) is to provide for the operation of continuing environmental programs while giving the State of New Jersey greater flexibility to address its highest environmental priorities, improve environmental performance, achieve administrative savings and strengthen the partnership between the State and EPA. This agreement funds statewide programs to protect and improve air quality, water quality and drinking water, pesticides control, radon exposure reduction, and hazardous waste control.					
<b>BUDGET PERIOD</b> 07/01/2010 - 06/30/2013	<b>PROJECT PERIOD</b> 07/01/2010 - 06/30/2013	<b>TOTAL BUDGET PERIOD COST</b> \$92,463,358.00	<b>TOTAL PROJECT PERIOD COST</b> \$92,463,358.00		
<b>NOTICE OF AWARD</b>					
Based on your Application dated 05/28/2010 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$10,847,158. EPA agrees to cost-share 67.43% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$10,847,158. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b>		<b>ORGANIZATION / ADDRESS</b>			
Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		U.S. EPA, Region 2 Division of Environmental Planning and Protection 290 Broadway New York, NY 10007-1866			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>Digital signature applied by EPA Award Official</b> Donna J. Vizian - Assistant Regional Administrator for Policy and Management				<b>DATE</b> 09/22/2010	

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 10,847,158	\$ 10,847,158
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 30,111,747	\$ 30,111,747
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 40,958,905	\$ 40,958,905

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.605 - Performance Partnership Grants	Appropriations Act of 1996 (PL 104-134) Appropriations Act of 1998 (PL 105-65)	40 CFR PTS 31 & 35 SUBPT A

[illegible]



## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$46,635,757
<b>2. Fringe Benefits</b>	\$16,252,561
<b>3. Travel</b>	\$50,000
<b>4. Equipment</b>	\$1,464,650
<b>5. Supplies</b>	\$294,500
<b>6. Contractual</b>	\$3,318,250
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$11,687,600
<b>9. Total Direct Charges</b>	\$79,703,318
<b>10. Indirect Costs: % Base</b>	\$12,760,040
<b>11. Total (Share: Recipient <u>32.57</u> % Federal <u>67.43</u> %.)</b>	\$92,463,358
<b>12. Total Approved Assistance Amount</b>	\$62,351,611
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$10,847,158
<b>15. Total EPA Amount Awarded To Date</b>	\$10,847,158

## **Administrative Conditions**

### **1. ADVANCE METHOD OF PAYMENT**

In accordance with EPA regulations, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds. The recipient shall request Federal payments by completing the EPA Payment Requests Form (EPA Form 190-F-04-001) and faxing it to the Las Vegas Finance Center at 702-798-2423. This form can be found at [www.epa.gov/ogd/forms/forms.htm](http://www.epa.gov/ogd/forms/forms.htm).

### **2. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html).

### **3. FINANCIAL REQUIREMENTS**

Under the Automated Standard Application for Payments (ASAP), the recipient initiates an electronic or voice-activated telephone payment request which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application.

The recipient agrees to the following conditions in accepting this assistance agreement:

- (a) Cash draw down will be made only as actually needed for its disbursement;
- (b) The recipient will provide timely reporting of cash disbursements and balances as required;
- (c) The recipient will impose the same standards of timing and reporting on secondary recipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

### **4. FEDERAL FINANCIAL REPORTS/GRANT CLOSEOUT**

#### **A) Interim Federal Financial Reports (FFRs)**

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following each anniversary of the start date of the agreement.

## B) Final Federal Financial Report

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm> . All FFRs must be submitted to the Las Vegas Finance Center:

U.S. Environmental Protection Agency  
Las Vegas Finance Center  
PO Box 98515  
Las Vegas, NV 89119

or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

## C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR. At that time, the recipient must submit the following forms/reports to the EPA Region 2 Grants and Contracts Management Branch, if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

## **5. HOTEL-MOTEL FIRE SAFETY**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

## **6. LOBBYING AND LITIGATION - ALL RECIPIENTS**

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

## **RESTRICTIONS ON LOBBYING**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* . The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

## **7. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## **8. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE**

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA, Region 2, Grants and Contracts Management Branch prior to the budget/project period expiration dates. An interim FFR (SF-425), which covers all expenditures and obligations to date, must also be submitted to the Las Vegas Finance Office at the address below.

U.S. Environmental Protection Agency  
Las Vegas Finance Center  
PO Box 98515  
Las Vegas, NV 89119

or by Fax to: 702-798-2423.

## **9. RECYCLING AND WASTE PREVENTION**

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

### **STATE AGENCIES AND POLITICAL SUBDIVISIONS:**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

## **10. REIMBURSEMENT LIMITATION**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

## 11. SINGLE AUDITS

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. **For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:**

Federal Audit Clearinghouse  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

**For fiscal periods 2008 and beyond the recipient MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

## 12. SUBAWARD POLICY

- a. The recipient agrees to:
  - (1) Establish all subaward agreements in writing;
  - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
  - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
  - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
  - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
  - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
  - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
  - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

## 13. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to



disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

#### **14. TRAFFICKING VICTIM PROTECTION ACT OF 2000**

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

#### **15. ACORN**

Congress has prohibited EPA from using its FY 2010 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

#### **16. INDIRECT COSTS**

If the recipient's negotiated rate does not extend through the life of the Assistance Agreement, additional indirect cost rate proposal(s) must be submitted until the full life of the Assistance Agreement is covered by negotiated indirect cost rates. The recipient **will not charge nor claim for reimbursement any indirect costs that are not covered by a negotiated indirect cost rate**. The recipient must submit a copy(ies) of the Indirect Cost Negotiation Agreement(s) to the EPA Regional Office in order to be eligible to claim indirect costs against this Assistance Agreement.

#### **17. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

**GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

**Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The **New Jersey Department of Environmental Protection** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

- for New Jersey MBE: Construction: 5.3%
- for New Jersey WBE: Construction: 12.6%
  
- for New Jersey MBE: Equipment, Supplies and Services: 1.1%
- for New Jersey WBE: Equipment, Supplies and Services: 3.4%

**Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

**SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include

dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 55.503**

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

The reports must be submitted **annually** for the period ending September 30th for:

- 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and/or
- 40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to Michele Junker, the Region 2 DBE Coordinator. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at <http://www.epa.gov/osbp/grants.htm>.

### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **Programmatic Conditions**

### **1. REVISED WORK PLAN**

On August 5, 2010, EPA granted conditional approval of the SFY 2011 – 2013 Performance Partnership Agreement (PPA) work plan submitted by NJDEP on June 28, 2010. EPA's conditional approval will remain in effect through December 31, 2010. Therefore, by December 31, 2010 of this grant agreement, NJDEP agrees to submit an approvable work plan to EPA that covers the period from July 1, 2010, through June 30, 2013.

NJDEP may incur costs on eligible activities, but is precluded from charging further costs to this Cooperative Agreement for costs incurred after December 31, 2010 until the revised work plan has been

submitted and approved by EPA. No payments will be made for costs incurred after December 31, 2010 until the revised work plan has been approved by EPA.

## **2. QUALITY ASSURANCE MANAGEMENT PLAN/PROJECT PLAN**

The NJDEP Quality Assurance Management Plan (QMP) was approved by EPA on December 2006 and will remain effective until September 2010. On July 29, 2010, NJDEP submitted a draft new QMP to the Region 2 Quality Assurance (QA) manager. NJDEP has committed to having a new QMP in place by October 1, 2010.

## **3. EPA's INVOLVEMENT**

EPA's substantial involvement is defined in jointly developing environmental goals and milestones; identifying specific measures of progress towards these goals; and articulating strategies and actions designed to achieve them. EPA ensures the incorporation of EPA's Government Performance and Result Act (GPRA) goals and objectives into the PPA, and ensures that delegated state programs remain equivalent to the federal programs. EPA oversees the implementation of State-authorized programs, and provides technical and analytical support for State-authorized programs. EPA provides comments to NJDEP's annual performance report and raises significant issues to management levels when appropriate.

## **4. EQUIPMENT**

The EPA Project Officer must approve the planned purchase of equipment with a unit costs of \$5,000 or more before such costs can be charged to the grant. Therefore, for any items of equipment costing \$5,000 or more, a list of equipment proposed to be purchased along with a justification as to the need for purchasing the equipment must be provided to the EPA Project Officer.

## **5. COMPUTER EQUIPMENT PURCHASES**

The recipient shall obtain approval by the EPA, Region 2 Information Systems Branch, prior to the purchase of computer equipment, computer services or digital data with a unit price of \$5,000 or more.

## **6. DISPOSAL OF EQUIPMENT**

NJDEP will use, manage and dispose of equipment acquired under this Assistance Agreement in accordance with 40 CFR Part 31.32, as appropriate and Grant Policy Issuance 02-02.1.

## **5. PRE-AWARD COSTS**

In accordance with 40 C.F.R. Section 35.113 (Reimbursement for pre-award costs), EPA may reimburse recipients for pre-award costs incurred from the beginning of the funding period established in the grant agreement, July 1, 2010, if such costs had been allowed if incurred after the award and the recipients submitted complete grant applications before the beginning of the budget period. Such costs must be identified in the grant application EPA approves. The applicant incurs pre-award costs at its own risk. EPA is under no obligation to reimburse such costs unless they are included in an approved award.

## **7. PROGRESS REPORTS**

In accordance with 40 C.F.R. §§35.115 and 35.515 (Evaluation of Performance), NJDEP will produce an interim and final performance reports that must adequately address progress in achieving agreed-upon outputs and outcomes. NJDEP will annually produce a spreadsheet-based Annual Performance Report (APR) by September 30 of each year, starting on September 30, 2011. In order to accomplish this, NJDEP will submit a draft APR to EPA by July 30 of each year. The APR will include information outlining: a comparison of actual accomplishments for each individual PPG-funded commitment for that annual period; and a satisfactory explanation of why outcomes or outputs were not achieved and corrections to

address deficiencies. EPA and NJDEP program managers will then meet to discuss the draft APR; based on the outcomes of this meeting, NJDEP will finalize the APR by September 30. Significant issues will be raised for discussion at the RA/Commissioner level, as appropriate. In addition, in the spirit of NJDEP and EPA's commitment to NEPPS process and, in particular, to minimize duplication of progress reporting, where appropriate, the APR will reference other program review mechanisms such as the two types of program review mechanisms in the list above. This approach will allow the APR to be an overall program review, providing primary progress reporting and referencing other program review mechanisms where appropriate. Following completion of each APR, NJDEP and EPA will work in partnership to consider any appropriate changes to the Spreadsheet of PPG-funded commitments.